

**BID NO.: 7677-0/11**

**OPENING: 2:00 P.M.  
WEDNESDAY  
NOVEMBER 2, 2005**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

**METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE MIAMI-DADE  
WATER AND SEWER DEPARTMENT (M-DWASD) FOR A FIVE (5) YEAR PERIOD**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

**BID DEPOSIT AND PERFORMANCE BOND:..... N/A**  
**CATALOGUE AND LISTS:..... N/A**  
**CERTIFICATE OF COMPETENCY:..... N/A**  
**EQUIPMENT LIST:..... N/A**  
**INDEMNIFICATION/INSURANCE:..... N/A**  
**LIVING WAGE: ..... N/A**  
**PRE-BID CONFERENCE/WALK-THRU:..... N/A**  
**MEASURES:..... SEE SECTION 2, PARAGRAPH 2.2**  
**SAMPLES/INFORMATION SHEETS: ..... N/A**  
**SECTION 3 – MDHA:..... N/A**  
**SITE VISIT/AFFIDAVIT: ..... N/A**  
**USER ACCESS PROGRAM: ..... SEE SECTION 2, PARAGRAPH 2.21**  
**WRITTEN WARRANTY: ..... SEE SECTION 2, PARAGRAPH 2.19**

**FOR INFORMATION CONTACT:**

**Maggie R. Reynaldos at 305-375-1658, or at [mtc@miamidade.gov](mailto:mtc@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **Read This Entire Document & Handle All Questions In Accordance With Section 1, Item 1.2(D)**
  - **Attach an Executed Set of the Appendix Formal Bid Affidavits to Submittal**
- **Failure to Complete the Certification Regarding Local Preference on Page 19 of Section 4, Bid Submittal Form Shall Render the Vendor Ineligible for Local Preference**
- **Failure To Sign Page 19 Of Section 4, Bid Submittal Form Will Render Your Bid Non-Responsive**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 7677-0/11**

**Title: Meters for Water Service, Parts, and Accessories for the Miami-Dade Water and Sewer Department (M-DWASD)**

**Sr. Procurement Contracting Agent: Maggie Reynaldos, CPPB**

**Bids will be accepted until 2:00 p.m. on Wednesday, November 2, 2005**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

**All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.**

**NOTICE TO ALL BIDDERS:**

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

## SECTION 1

### GENERAL TERMS AND CONDITIONS

#### 1.1. DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.  
**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

**Enrolled Vendor** – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

**For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".**

#### 1.2. INSTRUCTIONS TO BIDDERS

##### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

##### B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

##### C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

##### D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

## SECTION 1

### GENERAL TERMS AND CONDITIONS

- or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
  2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
  3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
  2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
  2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
  - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
  - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
  - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
  - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
  - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
  - B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
  - C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
  - D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
  - E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
  - F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
  - G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an

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### GENERAL TERMS AND CONDITIONS

appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

#### 1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

#### 1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

#### 1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

#### 1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

#### 1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- 1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- 2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor

operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2006. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

#### 1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

#### 1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:  
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder

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and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

**1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in

connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

#### 1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

#### 1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

#### 1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

#### 1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IHII) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IHII/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

#### 1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

#### 1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

#### 1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

**SECTION 2**  
**SPECIAL CONDITIONS**

**METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE  
MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

**2.1 PURPOSE: TO PRE-QUALIFY BIDDERS**

The purpose of this Invitation to Bid (ITB) is to pre-qualify potential bidders for future bidding through the submission of documents and forms which verify to the County that the bidder meets or exceeds minimum requirements. Bidders who meet or exceed the requirements established in this ITB shall be placed on a Pre-Qualification List that may be accessed by the Miami-Dade Water and Sewer Department (M-DWASD) to obtain price quotations for the provision of water service meters, and original equipment manufacturer (OEM) parts, remanufactured parts and accessories for water service meters.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (BID PREFERENCE)**

A Small Business Enterprise (SBE) Bid preference applies to this solicitation.

A 10% percent Bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 INTENTIONALLY OMITTED**

**2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence after approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the five (5) years period.

**2.5 INTENTIONALLY OMITTED**

**2.6 METHOD OF AWARD: PRE-QUALIFIED BIDDERS BY GROUP WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES**

Approved vendors will be placed on a "Pre-qualified Vendors List" on a "per group" basis, which will be accessed by the M-DWASD, as needed, to obtain Spot Market

**SECTION 2**  
**SPECIAL CONDITIONS**

quotations. The pre-qualified vendors in the group will be categorized according to the brands/makes they represent.

When a requirement is identified by the M-DWASD, the pre-qualified vendors for the affected group shall be invited to offer a fixed price and a firm delivery time for the specific items. It will be the M-DWASD's prerogative to either, contact all the pre-qualified vendors in the affected group, or to contact the pre-qualified vendors for a specific brand/make within the group. The pre-qualified vendor offering the lowest fixed price on the total amount of the order shall be awarded the order, provided that the products proposed by the pre-qualified vendor meet the order's specifications and requirements. The award of the order to one bidder does not preclude the ability of the remaining pre-qualified bidders from submitting offers for other orders as requested by County departments.

In the best interest of the County, for items either delivered by the vendor or picked-up from the vendor by authorized County personnel, the availability of the material, geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award to a bidder when it is determined by the M-DWASD that a project is time sensitive to meet pre-established deadlines or it is an emergency situation.

The M-DWASD may purchase specific brands/makes to satisfy its requirements, in its best interest. If award of a specific brand/make is limited to one vendor, the County reserves the right to negotiate prices for items required during the term of this contract.

It shall be the sole prerogative of the County as to the total amount of awarded vendors on this contract. During the term of this contract, the County reserves the right to receive or re-evaluate submittals, add vendors, add or delete products, or delete vendors, as it deems necessary.

In addition to other County and contract requirements, all bidders shall meet or exceed the following qualification requirements to qualify for this contract:

For Group A: Water Service Meters

- 2.6.1 Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.

A list of the firm's key personnel, including their roles and contact information, shall be included with the bidder's submittal. The list shall include the personnel's applicable experience and their qualifications. This document shall demonstrate to the County's satisfaction that the bidder's staff meets the requirement described in the paragraph above.

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- 2.6.2 Shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine, available twenty-four (24) hours a day, to provide immediate technical support and expedite quotations.
- 2.6.3 Shall be regularly engaged in the business of providing water service meters, parts, and accessories.

Five (5) current references from existing water service meters, parts and accessories customers shall be included with the bidder's submittal. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the water service meters industry.

- 2.6.4 Shall be the manufacturer or a designated or authorized agent, dealer, representative or distributor of the products proposed to the County.

The bidder is required to submit with their submittal current letters from the meter manufacturers, on the manufacturer's letterhead, designating the bidder as the manufacturer, an agent, a dealer, a representative or a distributor of the products proposed to the County. The letter shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative.

- 2.6.5 Bidder shall not have any un-resolved performance issues with Miami-Dade County. The bidder's performance as a prime Contractor or Sub-contractor in previous County contracts shall be taken into account when evaluating the bidder's submittal for this solicitation.

Miami-Dade County may survey County departments during the bid evaluation period to ascertain that the bidder does not have any unresolved unsatisfactory performance issues with the County. Miami-Dade County reserves the right to reject the bidder's submittal based on its assessment of the bidder's performance.

For Group B: Parts and Accessories for Water Service Meters:

Bidders are required to comply with the requirements listed in paragraphs 2.6.1, 2.6.2, 2.6.4 and 2.6.5 above.

All bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements, however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period. Failure to provide proof of compliance to the minimum qualification requirements, as specified by the County, shall result in the vendor's bid being declared non-responsive. The County shall be sole judge of the bidder's conformance with the qualification requirements and its decision shall be final. The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional

**SECTION 2**  
**SPECIAL CONDITIONS**

information, as it deems necessary to ascertain the bidders' conformance to the minimum qualification requirements.

**2.7 INTENTIONALLY OMITTED**

**2.8 INTENTIONALLY OMITTED**

**2.9 INTENTIONALLY OMITTED**

**2.10 INTENTIONALLY OMITTED**

**2.11 INTENTIONALLY OMITTED**

**2.12 INTENTIONALLY OMITTED**

**2.13 INTENTIONALLY OMITTED**

**2.14 INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The vendors must submit an original invoice to the Miami-Dade Water and Sewer Department (M-DWASD), attention Accounts Payable Unit, Post Office Box 330316, Miami, Florida 33233-0316, after a purchase has been completed, whether the specific item(s) was picked up by authorized M-DWASD personnel or delivered to the storeroom facility or job site by the vendor or the vendor's carrier.

Since the M-DWASD Accounts Payable Unit utilizes a computer system to generate payment checks, all invoices must reference the corresponding packing slip/delivery ticket number that was signed by an authorized representative of the Department at the time the service/item was rendered/delivered and accepted/acknowledged by the delivery site. If an item is delivered by the US Mail or a private carrier e.g. US Postal Service, Federal Express, Carolina Freight, etc., the carrier's corresponding receipt ticket/mailling ticket/bill of lading number must be referenced on the invoice. Before generating a payment check, the system also requires all invoices to reference specific data from the corresponding M-DWASD Requisition form which is sent to the vendors to confirm an order i.e. purchase order/small purchase number, requisition number, quantity, unit cost, and total cost.

Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the service or item rendered or delivered. Under no circumstances shall the invoices be submitted to the Accounts Payable Unit in advance of the delivery and acceptance of the service or item.

Failure to prepare and submit invoices in the prescribed manner shall delay payment.

In addition to and including the above requirements, all invoices sent by the vendors to the M-DWASD shall contain the following information:

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.15.1 Vendor Information:**

- The name of the business organization as specified on the contract between the Miami-Dade County and the vendor.
- Date of invoice.
- Invoice number.
- Corresponding packing slip number signed by a M-DWASD representative and, if applicable, the private carrier's bill of lading number.

**2.15.2 County Information:**

- Miami-Dade County Release Purchase Order/Small Purchase Order number.
- M-DWASD requisition number.

**2.15.3 Pricing Information:**

- Unit price of the goods or services.
- Extended total price of the goods or services.
- Applicable discounts.

**2.15.4 Goods or services provided per contract:**

- Description of the Goods or services.
- Quantity delivered.

**2.15.5 Delivery information:**

- Delivery terms established by the Release Purchase Order/Small Purchase Order.
- Location and date of delivery of goods or services.

**2.17 DELIVERY SHALL BE THIRTY (30) BUSINESS DAYS AFTER ORDER IS PLACED BY THE COUNTY**

The vendors shall make deliveries within thirty (30) business days from the date that the M-DWASD orders the items. All deliveries shall be made in accordance with good commercial practice and all delivery time frames shall be adhered to by all successful bidders; except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall

**SECTION 2**  
**SPECIAL CONDITIONS**

notify the County in writing of the delays in advance of the original delivery date so that a revised delivery schedule can be negotiated.

Should the vendor to whom an order is awarded fail to deliver in the number of days as stated in its proposal or quotation or after any negotiated delivery date has lapsed, the M-DWASD reserves the right to cancel the order. If the order is cancelled, it is hereby understood and agreed that the M-DWASD has the authority to purchase the goods elsewhere and to charge the vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may suspend the bidder from submitting bids and/or proposals on County contracts for a minimum period of six (6) months.

**2.18 BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION**

The M-DWASD shall not accept any back orders of deliveries from the awarded vendors unless otherwise agreed upon, in writing, at the time of the award of the specific purchase. Accordingly, the vendor is required to deliver all items to the M-DWASD within the time specified in the vendor's submittal and this solicitation. No grace period shall be honored unless written authorization is issued by the originator of the order and a recommitted date is established. The vendor shall not invoice the M-DWASD for back ordered items until such back ordered items are delivered and accepted by the M-DWASD's representative. It is understood and agreed that the M-DWASD may at its discretions, cancel back orders, in writing, after the recommitted date has lapsed, seek the items from another contract vendor, or to acquire the items through a separate solicitation and charge the incumbent vendor for any directly associated re-procurement costs. If the incumbent vendor fails to honor these re-procurement costs, the County may terminate the vendor from the contract for default.

**2.19 WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM**

**A. Type of Warranty Coverage Required**

The bidder should supply a copy of its written warranty certificates with its bid, however, the bidder may be given the opportunity to submit these certificates to the County during the bid evaluation period. Failure to meet this requirement may result in your bid being declared non-responsive. The warranty supplied by the bidder shall remain in force for the full period identified by the bidder; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under Warranty**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within thirty (30) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be

**SECTION 2**  
**SPECIAL CONDITIONS**

debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fourteen (14) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

Each meter, excluding the register, shall be furnished with a written guarantee against defects in materials and workmanship for a period of at least one (1) year from date of acceptance.

**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and resultant contract contact Maggie Reynaldos at 305-375-1658 or at mtc@miamidade.gov.

**2.21 COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

**Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

**2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The products furnished by the vendors shall be maintained and delivered to the M-DWASD in excellent condition. If a product does not meet specifications, it shall be returned to the vendor and exchanged for suitable merchandise or for full credit at no additional cost to the M-DWASD. The vendor shall be responsible for arranging all shipping or pick-up activities and shall bare all costs incurred. Should a vendor fail to pick-up such material, or fail to arrange to have such material shipped back to the vendor, within a reasonable period of time, the M-DWASD shall cause such material to be shipped to the vendor, and the vendor shall be liable for any shipping costs incurred by the M-DWASD.

**2.23 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this solicitation shall be in accordance with all applicable governmental standards, to include, but not limited to those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupation Safety and Health Administration (OSHA).

It shall be the responsibility of the awarded vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation during the term of the contract.

**2.24 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this ITB shall

**SECTION 2**  
**SPECIAL CONDITIONS**

be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the M-DWASD by the vendor are found to be defective or do not conform to specifications, the M-DWASD reserves the right to 1) cancel the order and return such materials to the vendor at the vendor's expense or 2) require the vendor to replace the materials at the vendor's expense. The vendor shall be responsible for arranging all shipping and pick-up activities.

**2.25 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY: SECURITY REQUIREMENTS FOR THE M-DWASD**

On April 23, 2002, the Miami-Dade Board of County Commissioners approved Ordinance number 02-68 entitled "Provide Rules and Regulations Governing Security at the Miami-Dade Water and Sewer Department (M-DWASD) Facilities" which created Article IX of Chapter 32 of the Miami-Dade County Code. In accordance with the Ordinance, the standard procedures for receiving cartons/boxes/packages, etc. have been adjusted as follows:

**2.25.1 Items Delivered By the Awarded Vendors**

The vendors must enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip must include, at a minimum, the following information: purchase order number; date of order; Department requisition number; a complete listing of the items being delivered; and, if authorized, the back-order quantities and the delivery date of the back-order.

Failure to prepare and enclose packing slips with the items in the prescribed manner may result in the shipment being refused and ordered off the property by the facility's security forces. The M-DWASD shall not be responsible for delays, redelivery fees, restocking fees or any other additional cost incurred by noncompliance with these requirements.

**2.25.2 Items Delivered to the Various M-DWASD Storerooms for the Awarded Vendors by the US Mail or a Private Carrier e.g. US Postal Service, Federal Express, Carolina Freight, etc**

The vendors must enclose a complete packing slip or delivery ticket with items to be delivered, in conjunction with this solicitation, for the vendor by a private carrier. The packing slip must be enclosed with the shipping cartons, which contain the items being delivered. The packing slip must include, at a minimum, the following information: purchase order number; date of order; Department requisition number; a complete listing of the items being delivered; and, if authorized, the back-order quantities and the delivery date of the back-order. In addition, the vendors must print the purchase order number and the Department requisition number in an obvious, prominent space in the "Ship To" portion of the private carriers receipt ticket/mailling ticket/bill of lading. This action will allow the storeroom personnel to immediately identify the items being delivered. If there is any question regarding the private carrier's receipt ticket, the vendor's packing slip enclosed with the items being delivered can be immediately examined.

**SECTION 2**  
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Failure to include the purchase order number and the Department requisition number on the private carrier's receipt ticket and to enclose a packing slip to the items being delivered in the prescribed manner may result in the shipment being refused and ordered off the property by the facility's security forces. The M-DWASD shall not be responsible for delays, redelivery fees, restocking fees or any other additional cost incurred by noncompliance with these requirements.

**2.26 PURCHASE OF OTHER BRANDS NOT LISTED ON THIS BID SOLICITATION BASED ON PRICE QUOTES**

While the M-DWASD has listed all major manufacturer brands on the bid solicitation which are utilized in conjunction with its operations, there may be brand names or similar items that must be purchased during the term of this contract. Under these circumstances, a M-DWASD representative may contact the awarded vendors to obtain a price quote for the ancillary items. The M-DWASD reserves the right to award these ancillary items to a contract vendor or to bid the items through a separate solicitation.

**2.27 PATENTS AND ROYALTIES**

The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or as a result of any copyrighted, patented, or unpatented invention, process, or article manufactured by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by bidder or is based solely and exclusively upon the County's alteration of the article. The purchaser shall provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the bidder may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction). If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**2.28 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this solicitation is specific to the M-DWASD, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidders at the contract prices established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department or agency. The County department or agency shall be responsible for providing the bidders with the necessary delivery and invoicing information.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.29 OMISSION FROM THE SPECIFICATIONS**

The apparent silence of this specification and any addendum regarding any details or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning only best commercial practices are to prevail, and that only materials and workmanship of the first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE MIAMI-  
DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

**3.1 SCOPE**

To pre-qualify vendors to participate in spot market purchases for the acquisition of various types of water service meters, OEM and remanufactured parts, spud caps, spud plugs, water service locking devices, security seals, and, accessories.

Remanufactured parts may be used when deemed necessary and in the best interest of the M-DWASD.

The M-DWASD utilizes various types of water service meters to measure the usage of drinking water that is pumped to the homes and businesses of the residents of Miami-Dade County. The measurements obtained from the meters are then calculated to determine the cost of the water consumed by the customer during a billing period. Original equipment manufacturer (OEM) parts are required to repair and maintain the meters. Timely maintenance insures compliance with federal standards and prevents incorrect charges to customers due to faulty meters. Accessories, such as spud caps and plugs, security seals, and meter locking devices, are required to perform and maintain the daily operations of the department's customer service personnel.

This solicitation excludes water service type meters and parts that have not conformed to ANSI NSF Standard 61. (See Section 2 Special Conditions, Paragraph 2.23)

**3.2 MANUFACTURERS**

The following is a representative listing of the manufacturers' equipment presently in use by the Miami-Dade County Water and Sewer Department. This list is neither exclusive nor complete.

Invensys OEM  
Invensys Remanufactured  
Neptune OEM  
Neptune Remanufactured  
ABB OEM  
ABB Remanufactured  
Badger Meter OEM  
Badger Meter Remanufactured  
E.J. Brooks Products security seals  
Pro-Tech/ Alliance (spud caps and plugs)

BID NO.: 7677-0/11

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**NOVEMBER 2, 2005**



**INVITATION TO BID**  
**SECTION 4**  
**BID SUBMITTAL FORM**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM  
MRR Bids & Contracts Division

Date Issued: 10/13/05

This Bid Submittal Consists  
of Pages 13 through 19

Other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal requirement.

**METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE  
MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

Bid Deposit: Not Applicable to This Bid

Performance Bond: Not Applicable to This Bid

**DO NOT WRITE IN THIS SPACE**

ACCEPTED \_\_\_\_\_ HIGHER THAN LOW \_\_\_\_\_

NON-RESPONSIVE \_\_\_\_\_ UNRESPONSIBLE \_\_\_\_\_

DATE B.C.C. \_\_\_\_\_ NO BID \_\_\_\_\_

ITEM NOS. ACCEPTED \_\_\_\_\_

COMMODITY CODE: **890-44**

SENIOR PROCUREMENT CONTRACTING AGENT:  
M. REYNALDOS, CPPB

**FIRM NAME:** \_\_\_\_\_

**RETURN THREE COPIES OF BID SUBMITTAL PAGES AND ATTACHMENTS**

**ATTACH AN EXECUTED SET OF THE APPENDIX FORMAL BID AFFIDAVITS TO  
SUBMITTAL**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 19 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 19 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER  
YOUR BID NON-RESPONSIVE**

**BID SUBMITTAL FOR:****METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

FIRM NAME: \_\_\_\_\_

**GROUP A: WATER SERVICE METERS****CHECKLIST FOR REQUIRED ATTACHMENTS:****Refer to the details in Paragraph 2.6 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements.**

<u>Reference:</u>	<u>Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.1	Provide complete office address:  _____	_____
Paragraph 2.6.1	Attach a list of your firm's key personnel, including their roles and contact information. The list must include the personnel's applicable experience and their qualifications.	_____
Paragraph 2.6.2	Enter your firm's dedicated facsimile (FAX) machine number, including area code: Fax No. _____	_____
Paragraph 2.6.3	Attach five (5) current references from existing water service meters, parts and accessories customers. These references must ascertain to the County's satisfaction that your firm has sufficient experience and expertise in the water service meters industry.	_____
Paragraph 2.6.4	<p>Attach current letters from the meter manufacturers, on the manufacturer's letterhead, designating your firm as the manufacturer, an agent, a dealer, a representative or a distributor of the products proposed to the County. The letter must be dated within six (6) months of the bid submittal and it must be signed by an authorized manufacturer's representative.</p> <p>List the manufacturer brand names/makes that will be available from your firm. For each brand/make, let us know if your firm will provide OEM or remanufactured products. Each brand/make listed must be supported by a manufacturer's letter:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	_____

**BID SUBMITTAL FOR:****METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

FIRM NAME: \_\_\_\_\_

**GROUP A: WATER SERVICE METERS****CHECKLIST FOR REQUIRED ATTACHMENTS (CONTINUED):**

**Refer to the details in Paragraph 2.6 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements.**

<u>Reference:</u>	<u>Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.5	Does your firm have any unresolved performance issues with Miami-Dade County? Explain, if answer is "Yes": _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	____ Yes ____ No
Paragraph 2.19	Attach written warranty.	_____

**BID SUBMITTAL FOR:****METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE MIAMI  
DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

FIRM NAME: \_\_\_\_\_

**GROUP B: PARTS AND ACCESSORIES FOR WATER SERVICE METERS****CHECKLIST FOR REQUIRED ATTACHMENTS:**

**Refer to the details in Paragraph 2.6 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements.**

<u>Reference:</u>	<u>Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.1	Provide complete office address:  _____	_____
Paragraph 2.6.1	Attach a list of your firm's key personnel, including their roles and contact information. The list must include the personnel's applicable experience and their qualifications.	_____
Paragraph 2.6.2	Enter your firm's dedicated facsimile (FAX) machine number, including area code: Fax No. _____	_____
Paragraph 2.6.4	<p>Attach current letters from the meter manufacturers, on the manufacturer's letterhead, designating your firm as the manufacturer, an agent, a dealer, a representative or a distributor of the products proposed to the County. The letter must be dated within three (3) months of the bid opening date and it must be signed by an authorized manufacturer's representative.</p> <p>List the manufacturer brand names/makes that will be available from your firm. For each brand/make, let us know if your firm will provide OEM or remanufactured products. Each brand/make listed must be supported by a manufacturer's letter:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	_____

**METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

FIRM NAME: \_\_\_\_\_

### CHECKLIST FOR REQUIRED ATTACHMENTS (CONTINUED):

<u>Reference:</u>	<u>Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.5	Does your firm have any unresolved performance issues with Miami-Dade County? Explain, if answer is “Yes”:  _____  _____  _____  _____  _____  _____  _____  _____	____ Yes ____ No

BID SUBMITTAL FOR:

METERS FOR WATER SERVICE, PARTS, AND ACCESSORIES FOR THE MIAMI-  
DADE WATER AND SEWER DEPARTMENT (M-DWASD)

ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

---

**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

FIRM NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_



By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
- Yes \_\_\_\_\_ No \_\_\_\_\_
- and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
- Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name:

Mailing Address (if different):

Fax No. \_\_\_\_\_

FEIN No. \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

***\*“By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract”***

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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# **APPENDIX**

## **AFFIDAVITS**

### **FORMAL BIDS**

**MIAMI-DADE COUNTY BID AFFIDAVITS****▪ DISABILITY NONDISCRIMINATION AFFIDAVIT  
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,  
FEES AND PARKING TICKETS AFFIDAVIT  
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES  
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO  
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE  
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING  
TO AFFIDAVITS ON PAGES 1 AND 2**

**MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE**

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**LIVING WAGE AFFIDAVIT**  
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: \_\_\_\_\_ 20\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
**(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)**

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and \_\_\_\_\_ the expiration date of \_\_\_\_\_.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_.

☐ a \_\_\_\_\_ corporation ☐ partnership ☐ joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.*

**CODE OF BUSINESS ETHICS**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20 \_\_\_\_

Signature of Affiant

Date

\_\_\_\_\_  
Printed Name of Affiant and Title\_\_\_\_/\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number\_\_\_\_\_  
Printed Name of Firm\_\_\_\_\_  
Address of Firm**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification\_\_\_\_\_  
Signature of Notary\_\_\_\_\_  
Serial Number\_\_\_\_\_  
Print or Stamp Name of Notary\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature

Date \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
(Duplicate if additional space is needed)

FORM 100

**MIAMI-DADE COUNTY  
CERTIFICATION OF RECYCLED  
ENVIRONMENTALLY ACCEPTABLE PACKAGING  
PRODUCT CONTENT  
RESOLUTION (R-738-92)**



<b>MINIMUM CERTIFIED CONTENT</b>						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
<b>DEFINITIONS</b>						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

<b>NAME</b>		
<b>ADDRESS</b>		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>SIGNATURE</b>	<b>TITLE</b>	